

# **EXHIBIT 3**

## STATE OF LOUISIANA

### CONTRACT FOR PROFESSIONAL SERVICES

**BE IT KNOWN THAT** on this 25<sup>th</sup> day of February, 2022, this agreement is entered into by and between the Office of the Attorney General, LA Department of Justice, hereinafter sometimes referred to as ("State") and Feigley Communications, 8282 Goodwood Blvd., Suite W-3, Baton Rouge, LA 70806 hereinafter sometimes referred to as ("Contractor").

1.

Contractor hereby agrees to furnish the following services:

- **Provide Social Media Placement:** Includes all services related to the setup and placement of ads on the Problem Gambling Resource Services-PGRS Facebook/Instagram and Twitter platforms including:
  - Coordinating access and general agency setup of PGRS social accounts.
  - Working with the Department of Justice Gaming Division in-house design team for campaign creative.
  - Ad sizes include 1200x630, 1080x1080, 720x1280 and or 1200x675.
  - Create customized audience profiles for advanced statewide audience targeting by behavior and demographics.
  - Ad strategy will focus on reaching the largest audience possible.
  - Ads will to direct users to the following landing page: <https://freegramblinghelpla.org/>.
- **The timeline for services is as follows:**
  - Feigley Communication's creation of Ad Proofs: March 14-17
  - Client Review Period: March 18-21
  - Feigley Communication's Revisions: March 21
  - Client Final Approval of Ads: March 22
  - Ads Placement and Launch: March 23 through June 30

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

These services are to be provided under the immediate supervision of the staff

of the Attorney General and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LA Department of Justice, Office of the Attorney General hereby certifies and Contractor hereby acknowledges that:

1. **Goals and objectives:** The Attorney General has entered into this contract to provide specific social media communications efforts to increase awareness of the free gambling recovery services available to Louisiana residents.
2. **Performance measures:** The contract will be considered complete when Feigley Communications has delivered and the Department of Justice and the Office of the Attorney General Jeff Landry Gaming Division has accepted all deliverables, recommendations and advice submitted. Performance measures for this contract shall also include the timely and successful completion, submission and achievements and/attainment of Feigley Communications' goals, consistent with the provisions, goals and objectives and scope of this contract.
3. **Monitoring Plan:** Feigley Communications personnel shall keep the Department of Justice informed of the status of the work by timely contact, written or verbal, as work progresses. The Department of Justice's contract monitor shall review and analyze Feigley Communications' performance of services, as well as invoices, to ensure Feigley Communications' compliance with contract requirements..

2.

In consideration of services described hereinabove, State hereby agrees to pay the Contractor as follows:

**See attached Fee Schedule**

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed **Thirteen Thousand, One Hundred Forty- Two (\$13,142.00) Dollars and no/100.**

Payment will be made only on approval of the head of the LA Department of Justice, Office of the Attorney General or his designee

Contractor shall submit to the State for review and approval, an itemization of all work performed by July 7<sup>th</sup> to coincide with the IAT Agreement.



It is understood that should Contractor fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contract or in quantum meruit. All billings by Contractor for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

Contractor shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon pay rate and shall not exceed eight hours per day without written justification. Contractor agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number **20-5760468** and state LDR number **4672879-001**. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The State reserves the right to withdraw its consent to

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this contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Contractor which relate to this contract. Contractor shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing **March 1, 2022** and ending on **June 30, 2022**.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Contractor's address by certified mail. Contractor

shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to State: **Jeff Landry**  
**Attorney General**  
**LA Department of Justice**  
**1885 N. Third Street**  
**Baton Rouge, LA 70802**  
**Attn: Suzanne Bourgeois**  
**Phone: 225-326-6528**

If to Contractor: **Stuart Feigley**  
**Feigley Communications, LLC**  
**828 Goodwood Blvd.**  
**Suite W-3**  
**Baton Rouge, LA 70806**

9.

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

10.

The State and Contractor acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Contractor related to this contract. The State and Contractor further agree that Contractor will furnish

to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Contractor related to this contract.

11.

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12.

This contract is not effective until approved in writing by the Attorney General and the Office of State Procurement in accordance with LSA-R.S.39:1624 and R. S. 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.



13.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day of March 21, 2022

**WITNESSES SIGNATURES:**

**LA DEPARTMENT OF JUSTICE**  
Office of the Attorney General

Margaret Higginbotham  
Signature

BY: Jeff Landry, Attorney General

Margaret Higginbotham  
Printed Name

By: Wilbur "Bill" Stiles  
Chief Deputy Attorney General

Kristi Morehead  
Signature

Kristi Morehead  
Printed Name

R. Alex BIGGS  
Signature

**Contractor Signature**

R. Alex BIGGS  
Printed Name

By: Stuart Feigley

Wayne W. Williams II  
Signature

Wayne W. Williams II  
Printed Name

**Feigley Communications LLC**  
8282 Goodwood Blvd, Suite W-3  
Baton Rouge, LA 70806  
Phone: 225-769-4844  
Tax I.D. 20-5760468





2022 Problem Gambling Recovery  
Services Social Campaign  
February 2022

### FEE SCHEDULE

SERVICE TYPE	DESCRIPTION	COST
Social Media Placement, Management and Monitoring	Setup and placement of a four (4)-month social media campaign on the Problem Gambling Resource Services - PGRS Facebook/Instagram and Twitter platforms. Includes coordinating account access, working with in-house creative team for graphic support, creating customized audience profiles. Also includes the day-to-day supervision of campaign content, including reviewing ads daily to examine comments and reply to inquiries, reviewing performance metrics, making performance optimizations, budget management, and monthly and end-of-campaign reporting.	\$9,000.00
Social Media Ads	Media cost for a four (4)-month social media campaign to run statewide on Facebook/Instagram and Twitter with the goal to reach a broad Louisiana audience. Includes up to two (2) ad sets per month with the option for static and video ads.	\$2,592.00
Creative Development	Production of up to five (5) social media static and/or animated ads sized for Facebook, Instagram and Twitter for the Problem Gambling Resource Services Social Media Campaign. Includes concepting, graphic design and creative services and copywriting.	\$875.00
Agency Services	Agency services for additional campaign support including the setup of a Problem Gambling Resource Services - PGRS Twitter account for the promotion of ads, additional companion post copy for social media timeline posts.	\$675.00

## **ATTACHMENT #1**

### **INSTRUCTIONS FOR SUBMITTING INVOICES**

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed should be invoiced to the Department of Justice via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.